

<i>SERFF Tracking Number:</i>	<i>UNTD-126375975</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44061</i>
<i>Company Tracking Number:</i>	<i>FORM 625-GAQR-09</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Separate Account K Rider</i>		
<i>Project Name/Number:</i>	<i>Separate Account K Rider/Form 625-GAQR-09</i>		

## Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Separate Account K Rider

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: UNTD-126375975 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 44061

Co Tr Num: FORM 625-GAQR-09 State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Phyllis Gunter, Jake

Curtiss, Lisa Lehan, Amy

Lawrenson, Shannon Taylor, Kyle

Smith, Mick Messbarger

Date Submitted: 11/09/2009

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: 11/14/2009

State Filing Description:

## General Information

Project Name: Separate Account K Rider

Project Number: Form 625-GAQR-09

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/17/2009

Deemer Date:

Submitted By: Amy Lawrenson

Filing Description:

November 9, 2009

Status of Filing in Domicile: Pending

Date Approved in Domicile: 11/13/2009

Domicile Status Comments: Filed in the State of  
Nebraska on November 9, 2009.

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 11/17/2009

Created By: Amy Lawrenson

Corresponding Filing Tracking Number:

NAIC ID No. 261-69868

Re: Form Types: Separate Account K Rider

SERFF Tracking Number: UNTD-126375975 State: Arkansas  
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44061  
Company Tracking Number: FORM 625-GAQR-09  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: Separate Account K Rider  
Project Name/Number: Separate Account K Rider/Form 625-GAQR-09  
Form Numbers: Form 625-GAQR-09

Dear Filing Specialist:

Enclosed and submitted for approval is United of Omaha Life Insurance Company's ("United") Form 625-GAQR-09, a Separate Account K Rider ("Rider"). This Rider will be offered as an additional investment option on the following previously filed and approved group annuity contracts ("Contracts"):

1. Form 300-GAQC-95, approved on November 6, 1995;
2. Form 728 LGAM-U-Rev., approved on August 13, 1997;
3. Form 728 LGAI-U-Rev., approved on August 13, 1997;
4. Form 728 LGAM, approved on March 7, 1984; and

The above referenced Contracts are designed to be sold to retirement plans or to the trustee of a pooled trust investing on behalf of retirement plans qualified under I.R.C. §401(a), 414(d), or 501(a). Since these Contracts and the Separate Account will be marketed exclusively to qualified plans, they are exempt from registration under Section 3(a)(2) of the Securities Act of 1933. This Rider is designed to provide additional investment alternatives for Contractholders with 401(k) plans to ensure greater opportunity for investment diversification to plan participants as required by I.R.C. §404(c). The amount of return under the Separate Account K varies with the performance of the investment fund.

This Rider incorporates United's Table B, Form 616-GAQR-09, which was approved by the Department on July 22, 2009. Table B contains specific information regarding fund names, fees paid, asset allocations and special provisions affecting each Subaccount offered under Separate Account K.

All variable text is highlighted and optional text is [bracketed]. This form is in final printed form and may be subject to change regarding paper stock, print style (not font size), corporate secretary signature, corporate signature and corporate logo. Section numbers and references may change as optional sections are deleted. This form does not contain any provisions which we know to be controversial by industry or company standards.

Thank you for considering this Rider for approval. Your rapid review and response is greatly appreciated. In order to expedite your review process, should you have any questions please contact me as provided below.

Sincerely,

Amy L. Lawrenson  
Compliance Consultant | Retirement Plans Division  
United of Omaha Insurance Company  
Mutual of Omaha Plaza

SERFF Tracking Number: UNTD-126375975 State: Arkansas  
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44061  
Company Tracking Number: FORM 625-GAQR-09  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: Separate Account K Rider  
Project Name/Number: Separate Account K Rider/Form 625-GAQR-09

Omaha, Nebraska 68175

Phone: (402) 351-6927 | fax at (402) 997-1901

E-mail at amy.lawrenson@mutualofomaha.com

## Company and Contact

### Filing Contact Information

Amy Lawrenson, Compliance Consultant amy.lawrenson@mutualofomaha.com  
Mutual of Omaha 402-351-6927 [Phone]  
Mutual of Omaha Plaza 402-997-1901 [FAX]  
Omaha, NE 68175-0001

### Filing Company Information

United of Omaha Life Insurance Company CoCode: 69868 State of Domicile: Nebraska  
S-4, Retirement Plans Division Group Code: 261 Company Type:  
Mutual of Omaha Plaza Group Name: State ID Number:  
Omaha, NE 68175 FEIN Number: 47-0322111  
(402) 351-6926 ext. [Phone]

-----

## Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation: 1 Policy Rider  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$20.00	11/09/2009	31899282

SERFF Tracking Number:	UNTD-126375975	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	44061
Company Tracking Number:	FORM 625-GAQR-09		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Separate Account K Rider		
Project Name/Number:	Separate Account K Rider/Form 625-GAQR-09		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/17/2009	11/17/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Domicile Status: Approved.	Note To Reviewer	Amy Lawrenson	11/12/2009	11/12/2009

<i>SERFF Tracking Number:</i>	<i>UNTD-126375975</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44061</i>
<i>Company Tracking Number:</i>	<i>FORM 625-GAQR-09</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Separate Account K Rider</i>		
<i>Project Name/Number:</i>	<i>Separate Account K Rider/Form 625-GAQR-09</i>		

## Disposition

Disposition Date: 11/17/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	UNTD-126375975	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	44061
Company Tracking Number:	FORM 625-GAQR-09		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Separate Account K Rider		
Project Name/Number:	Separate Account K Rider/Form 625-GAQR-09		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Separate Account K Rider		Yes

*SERFF Tracking Number:*      *UNTD-126375975*      *State:*      *Arkansas*  
*Filing Company:*      *United of Omaha Life Insurance Company*      *State Tracking Number:*      *44061*  
*Company Tracking Number:*      *FORM 625-GAQR-09*  
*TOI:*      *A10 Annuities - Other*      *Sub-TOI:*      *A10.000 Annuities - Other*  
*Product Name:*      *Separate Account K Rider*  
*Project Name/Number:*      *Separate Account K Rider/Form 625-GAQR-09*

**Note To Reviewer**

**Created By:**

Amy Lawrenson on 11/12/2009 06:32 PM

**Last Edited By:**

Linda Bird

**Submitted On:**

11/17/2009 09:57 AM

**Subject:**

Domicile Status: Approved.

**Comments:**

This Rider was filed with the Nebraska Department of Insurance on November 9, 2009 and approved on November 12, 2009.

SERFF Tracking Number:	UNTD-126375975	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	44061
Company Tracking Number:	FORM 625-GAQR-09		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Separate Account K Rider		
Project Name/Number:	Separate Account K Rider/Form 625-GAQR-09		

## Form Schedule

**Lead Form Number: Form 625-GAQR-09**

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form 625-GAQR-09	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			625-GAQR-09 - Final.pdf



**RIDER 1**  
("Rider")

TO

**UNITED OF OMAHA'S GROUP ANNUITY CONTRACT**

**NO. 39G-00000**  
("Contract")

This Rider adds the United of Omaha Separate Account K as a funding option under the Contract effective as of **December 1, 2009**.

  
Chairman of the Board and  
Chief Executive Officer

  
Corporate Secretary

Countersigned this 1st day of December, 2009:

ABC Company  
(Contractholder)

By John Doe  
(Name)

Vice President  
(Title)

**PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT THAT ARE  
BASED ON THE INVESTMENT RESULTS OF THE SEPARATE ACCOUNT ARE  
VARIABLE AND SPECIFIC DOLLAR AMOUNTS ARE NOT GUARANTEED.**

## ARTICLE I

---

### **DEFINITIONS**

- 1.01. Administrative Fee:** The fee as described in Section 5.01.
- 1.02. Business Day:** Each day that the New York Stock Exchange is open for business.
- 1.03. Contract:** The Contract to which this Rider is attached and incorporated, as identified on the first page of this Rider.
- 1.04. Contractholder:** The party named on the face page of the Contract.
- 1.05. Contract Year:** The twelve (12) month period commencing January 1 unless the Contractholder elects a different twelve (12) month period filed in a written notice to United prior to the Effective Date. The first Contract Year will begin on the effective date of the Contract and may be less than twelve (12) months.
- 1.06. Employer:** The corporation or firm named as employer in the Plan and any successor by change of name, merger, purchase of stock, or purchase of assets.
- 1.07. Investment Fee:** The fee(s) as described in Table B.
- 1.08. Net Asset Value:** The market value of all assets of a Subaccount as determined by United on each Business Day, less the investment fee, if applicable, and any other fees or other liabilities provided for under the Contract.
- 1.09. Plan:** The ABC Company Retirement Plan.
- 1.10. Principal:** The dollar value of a Deposit or Transfer to one of the Subaccounts of this Rider.
- 1.11. Received Date:** The date on which Deposits become available to United for investment. Deposits must be received on a Business Day. If received after normal business hours, on Saturdays, or holidays or other days in which the market is closed, Deposits will be deemed to be received as of the next following Business Day. Except as provided above, Deposits via electronic transfer will have a Received Date as of the date the electronic transfer is received by United [; and if agreed to between United and the Contractholder, Deposits paid by check and sent to United will have a Received Date as of the date United receives the check].
- 1.12. Separate Account K:** An account established by United which reflects the investment experience of the assets allocated to it, is unaffected by any gains or losses on United's general assets or any other separate account, and is maintained in accordance with the laws of the State of Nebraska.

- 1.13. Subaccount:** Each underlying account of Separate Account K which is identified in Table B, and each other underlying account of Separate Account K now or hereafter established, for which separate investment records are established and maintained. The investments recorded for each Subaccount may be any of the following: (a) shares of a mutual fund; (b) Units of a collective/commingled fund; (c) actively managed securities, cash or other property, referred to herein as managed portfolios; or (d) Units of other Subaccounts of Separate Account K. Each Subaccount established under Separate Account K and its type of investment is identified in Table B or will be identified in a supplement to Table B, adopted by United. The assets of each Subaccount will be invested solely in the investment identified to such Subaccount in Table B or a supplement thereto, and United shall have no responsibility or authority to exercise any discretion with respect to the investment of the assets of a Subaccount.
- 1.14. Trade Date:** The Business Day in which United has received proper instructions from the Contractholder for transfer and funds are available to purchase Units in the Subaccounts of this Rider.
- 1.15. Transfer:** A payment between any of the Separate Account K Subaccounts maintained under this Rider.
- 1.16. Unit:** An accounting measure used to quantify the amount of ownership that results from Deposits to, Withdrawals from, and Transfers to and from the Separate Account K Subaccounts of this Rider.
- 1.17. United:** United of Omaha Life Insurance Company, a Nebraska Corporation, Mutual of Omaha Plaza, Omaha, Nebraska 68175.
- 1.18. Withdrawal:** A payment from the Contract to the Contractholder, or to such party designated by the Contractholder.

## ARTICLE II

---

### FUNDING OPTION

#### **2.01. Conditions for Deposit**

In order for the Contractholder to be eligible to invest Deposits under the Separate Account K Subaccounts of this Rider, all of the following conditions must be satisfied:

- A. The Plan to which Deposits are being made must be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (“IRC”), or must be a governmental plan as defined in IRC Section 414(d) [, and if the Plan covers employees within the meaning of IRC Section 401(c)(1) such Plan must comply with Rule 180 of the Securities Act of 1933, and must authorize the addition of this Rider to the Contract].

- B. If any common stock or other security issued by the Employer or the Employer's affiliate is included as part of the Subaccount investments, then the Contractholder will be prohibited from making Deposits that would cause the total value of the Contractholder's Units (together with the Units of any other plan maintained by the Employer or its affiliate) [to exceed ten percent (10%) of the Net Asset Value of the applicable Subaccount as of any Business Day].
- C. All information which United determines necessary for Deposits, Transfers or Withdrawals to be made to the Separate Account K Subaccounts is provided by the Contractholder as of the date the Deposit, Transfer or Withdrawal is to be made.

## **2.02. Deposits or Transfers**

Subject to the conditions for investing in Separate Account K, as provided in Section 2.01 of this Rider and subject to United's right to terminate this Rider as provided in Section 6.03, the Contractholder may make Deposits or Transfers to Separate Account K provided the initial Deposit is not less than one hundred thousand dollars (\$100,000.00), unless otherwise agreed upon between United and the Contractholder. Deposits to Separate Account K will be in addition to any Deposits required under the Contract.

## **2.03. Payment Dates**

The Contractholder will determine the dates on which Deposits are to be paid to United. Deposits may be paid by [either] electronic transfer [or by check to United if agreed to between United and the Contractholder].

## **2.04. Choice of Subaccounts**

Deposits may be directed to any of the Subaccounts as provided in this Rider. The Contractholder will provide United or its service provider with proper directions of the portion of each Deposit to be allocated to each Subaccount.

## **2.05. Termination of Deposits**

The Contractholder's right to make Deposits under this Rider will automatically renew each Contract Year unless this Rider is Terminated pursuant to Section 6.03, or, unless United sends written notice to the Contractholder at least sixty (60) days before the beginning of the next Contract Year that no additional Deposits will be accepted under this Rider on or after the first day of that Contract Year. United's decision not to accept additional Deposits will have no effect on the Rider provisions as they apply to Deposits previously received under this Rider.

## **ARTICLE III**

---

### **PURCHASE OF UNITS**

#### **3.01. General**

United has exclusive ownership and control of all assets in the Subaccounts of Separate Account K and is not a trustee with respect to such funds. United does not guarantee the Principal or rate of return on Deposits or Transfers to the Subaccounts. The assets of the Subaccounts shall not be chargeable with liabilities arising out of any other business that United may conduct. The assets of each Subaccount will be invested solely in the investment identified to such Subaccount in Table B or a supplement thereto, and United shall have no responsibility or authority to exercise any discretion with respect to the investment of the assets of a Subaccount.

The Contract is exempt from registration under Section 3(a)(2) of the Securities Act of 1933.

#### **3.02. Subaccounts**

The Subaccounts available for receiving Deposits or Transfers are listed in Table B. The Subaccounts listed in Table B are grouped according to the types of investment that are made for each Subaccount.

##### **A. Mutual Funds**

For each Subaccount where the type of investment is referred to as a mutual fund, United has established a Subaccount to invest solely in the shares of the mutual fund which is identified in Table B and which is registered under the Securities Act of 1933. A full description of the investment objectives, policies and fees of the mutual fund is set forth in the mutual fund prospectus for each such fund. Units purchased in such Subaccounts will participate in the realized and unrealized gains and/or losses experienced by the mutual fund. As stated in Table B, United may receive shareholder service reimbursements or other fees from the Mutual Funds in connection with services to be provided by United or its designee.

##### **B. Managed Portfolios**

For each Subaccount where the type of investment is referred to as a managed portfolio, United has established a Subaccount to invest in securities, cash, and other property which are selected by the investment manager who is identified in Table B and who is appointed as an investment manager for the Plan by the Contractholder. Units purchased in such Subaccounts will participate in the realized and unrealized gains and/or losses experienced by the managed portfolio. The investment objective of the Subaccount is described generally in Table B; and a full description of the investment objectives and policies is on file with United.

##### **C. Collective/Commingled Funds**

For each Subaccount where the type of investment is referred to as a collective/commingled fund, United has established a Subaccount to invest solely in the

Units of a collective/commingled fund, which is identified in Table B. The investment objective of the collective/commingled fund is described generally in Table B; and a full description of the investment objectives, policies and fees of the collective/commingled fund is set forth in the trust agreement hereby made part of the Contract for each such collective/commingled fund. The trust's investment manager is identified in Table B and is appointed by the Contractholder. Units purchased in such Subaccount will participate in the realized and unrealized gains and/or losses experienced by the collective/commingled fund.

**D. Asset Allocation Models**

For each Subaccount where the type of investment is referred to as an asset allocation model, United or its designee invests in Units of Subaccounts (prior to the assessment of any administration fees) according to pre-defined asset allocation percentages set forth in Table B. United or its designee will rebalance the Subaccount as of the last Business Day of each month of January, April, July and October if any percentage resulting from actual investment performance is at least five percent (5%) more or five percent (5%) less than the pre-defined percentage. Units purchased in the asset allocation models will participate in the realized and unrealized gains and/or losses experienced by the underlying Subaccounts of the asset allocation model.

**3.03. Number of Accumulation Units**

The number of Subaccount Units purchased and credited is calculated by dividing the amount of Deposits or Transfers to the Subaccount (or the amount of Withdrawals or Transfers from the Subaccount) by the dollar value of one Unit as of the Trade Date. The number of Units once purchased is not affected by any subsequent change in the dollar value of a Unit, but the dollar value of a Unit varies depending on the investment experience of the Subaccount.

**3.04. Timing of Purchase**

The Contractholder may purchase Units in one or more Subaccount(s) on any Business Day provided that United or its designee has received available funds (made by [valid check or] electronic transfer) and all information necessary to process Deposits or Transfers [and minimum deposit amounts have been met.]. United will purchase Units in the Subaccount(s) as soon as reasonably possible provided that available funds and proper instructions are in order. United does not guarantee that Units will be purchased on a given date or that interest will be credited following the Received Date during the period of time required to complete a purchase, provided that United's normal processes are followed and any delays result from causes beyond United's control.

**3.05. Valuation of Units**

The dollar value of a Unit for a Business Day is determined as described below.

- A. The Net Asset Value of a Subaccount which invests in shares of a mutual fund is determined by taking the market value of the mutual fund shares as of the Business Day (including any dividend and capital gain distributions from the fund), less the

- administrative fee as described in Section 5.01 and less the investment fee as described in Table B.
- B. The Net Asset Value of a Subaccount which invests in a managed portfolio is determined by taking the market value of the funds in the Subaccount as of the applicable Business Day, less the administrative fee as described in Section 5.01 and less the investment fee as described in Table B. The investment fee assessed on managed portfolio covers all investment-related expenses of the Subaccount except brokerage commissions and SEC or other direct trade costs (these commissions and costs are included in the purchase or sale price of a security settled to the managed portfolio Subaccount).
  - C. The Net Asset Value of a Subaccount which invests in Units of a collective/commingled fund is determined by taking the fair value of the collective Units (defined in the trust agreement for each bank collective trust fund) as of the Business Day, less the administrative fee as described in Section 5.01 and less the investment fee as described in Table B.
  - D. The Net Asset Value of a Subaccount which is identified as an asset allocation model is determined by taking the market value of the total of all funds invested in the underlying Subaccounts (the market value of each underlying Subaccount will be determined as described above (except that the Administrative Fee of Section 5.01 will not be applied) as of the applicable Business Day, less the administrative fee of Section 5.01 and less the portfolio expense as described in Table B.
  - E. The dollar value of a Unit of the Subaccount on any Business Day is determined by dividing the Net Asset Value of the Subaccount on such Business Day by the total number of Units of the Subaccount as of the prior Business Day.

---

## ARTICLE IV

---

### **REDEMPTIONS FROM ACCOUNT**

#### **4.01. Redemption Right**

The Contractholder may redeem Units [on behalf of Participants] on any Business Day provided that United or its designee has received notice in a manner designated by United. United will redeem Units in the Subaccount(s) as soon as reasonably possible provided that available funds and proper instructions are in order. The amount redeemed is based on the Unit value determined in accordance with Section 3.05 as of the Trade Date.

#### **4.02. Withdrawal or Transfer**

The Contractholder may make Withdrawals from the Subaccounts on the behalf of Participants in accordance with the provisions of the Plan and subject to the provisions of this Article. If the Contractholder requests that a Withdrawal or Transfer be made from any of the applicable Subaccounts of this Rider, the amount will be withdrawn from such Subaccount, provided that such Withdrawal or Transfer does not exceed the value of the Subaccount as of the date the Withdrawal or Transfer is made.

## ARTICLE V

### FEES

**[Include the following section in cases where an Administrative Fee is charged]**

#### **5.01. [Administrative Fees]**

An Administrative Fee will be assessed on the balances of the Subaccount(s) and Maturity Account(s); such fee covers general Contract expenses including Contract distribution, administration, communications, investment consulting, accounting and trust expenses. The Administrative Fee may also cover any subsidy paid by United for the recordkeeping or other plan-related fees otherwise payable to any third party by the Contractholder or other related entity.

**[The following provision will be used in contracts with flat fee custom pricing]**

[The Administrative Fee percentage will be zero to two point five percent (0.00 to 2.5%) of the Subaccount and Maturity Account balances. The Administrative Fee will be calculated daily by dividing the Administrative Fee percentage by 365, then multiplying the quotient by the total amount of the Subaccount and Maturity Account balances.]

**[The following provision will be used in contracts with custom pricing]**

[The Administrative Fee will be determined according to the following schedule:

Total amount of all Contract Fund balances	Administrative fee percentage
\$0 to All Assets	0.00% to 2.50%

The Administrative Fee will be calculated daily by dividing the Administrative Fee percentage by 365, then multiplying the quotient by the total amount of the Subaccount and Maturity Account balances under contract 39G-00000.

According to the schedule above, the Administrative Fee percentage will initially be determined based on the expected total amount of transferred assets to be deposited to the Contract. Transferred assets are monies paid to United by the Contractholder or another investment provider as a single sum on a nonrecurring basis and directed to the Maturity Account(s), Subaccount(s) or Activity Account under the Contract during the first Contract Year. Thereafter, as of the first Business Day of each December, United will review the total amount of all Contract Fund balances of contract(s) [39G-00000] [and] [SAVE-00000] for purposes of determining the appropriate Administrative Fee percentage. The Administrative Fee percentage will be adjusted according to this schedule, if appropriate, to be effective as soon as administratively feasible after January 1 of the immediately following calendar [year] [month]. United will provide written notice of any adjustment in the Administrative Fee percentage.]



**[The following provision will be used in contract with rate card pricing]**

**[The Administrative Fee will be determined according to the following schedule:**

<b>Transferred assets</b>	<b>Administrative fee percentage</b>
<b>\$0 to All Assets</b>	<b>0.00% to 2.50%</b>

The Administrative Fee will be calculated daily by dividing the Administrative Fee percentage by 365, then multiplying the quotient by the total amount of the Subaccount and Maturity Account balances under contract **39G-00000**.

According to the schedule above, the Administrative Fee percentage will initially be determined based on the expected total amount of transferred assets to be deposited to the Contract. Transferred assets are monies paid to United by the Contractholder or another investment provider as a single sum on a nonrecurring basis and directed to the Maturity Account(s), Subaccount(s) or Activity Account under the Contract. The Administrative Fee percentage may be adjusted according to this schedule once within the first twelve (12) months of the Contract term to reflect the actual total amount of transferred assets deposited to the Contract. United will provide written notice of any adjustment in the Administrative Fee percentage.]

**[The following provision will only be used if the Contractholder desires to have the Administrative Fee directly billed to them.]**

**[The Administrative Fee will be billed to the Contractholder for payment. Statements will be sent to the Contractholder no more frequently than monthly and no less frequently than annually for payment. If any fees billed under the Contract remain unpaid **sixty (60) days** after the billing date, United will deduct such fees from Contract Fund.]]**

## **5.02. Specific Charges**

Charges for any specific services requested in writing by the Contractholder and agreed to in writing by United, which are in addition to the services specified in this Rider, will be due prior to United's performance of the requested service.

Any charge for specific services requested by the Contractholder and performed by United may be separately paid by the Contractholder to United.

---

## **ARTICLE VI**

---

### **GENERAL PROVISIONS**

#### **6.01. Proxy Solicitation and Voting**

Any proxy solicitation and voting rights for shares held within the Subaccounts (other than shares of Mutual Funds identified in Table B) are exercised exclusively by the investment manager on

behalf of the Contractholder; with respect to any proxy solicitation and voting rights for shares of Mutual Funds identified in Table B and held within the mutual fund Subaccounts, United will exercise such rights on behalf of the Contractholder.

## **6.02. United's Amendment Right**

- A. United reserves the unilateral right to make any amendment of this Rider at any time that may be required or deemed advisable by United to comply with or respond to changes in governing federal or state law. Any such amendment may be made retroactive to the Effective Date of this Rider. United will send the Contractholder written notice of any such amendment.
- B. United reserves the unilateral right to amend Table B and ARTICLE V with respect to the Subaccounts of this Rider at any time by providing at least **thirty (30) days** prior written notice, to include the following changes:
  - 1. Discontinue or add a Subaccount, or change how the Subaccount is invested;
  - 2. Replace a Subaccount with a new Subaccount with similar objectives in which existing assets and future contributions from the current Subaccount will be transferred to the new Subaccount;
  - 3. Replace the investment manager for a Subaccount;
  - 4. Change the investment objectives of a Subaccount;
  - 5. Change the investment fee or portfolio expense of a Subaccount;
  - 6. Change the pre-defined allocation percentages of an asset allocation model Subaccount; and
  - 7. Change the fee Schedule for the administrative fee stated in Section 5.01 of this Rider.

The contents of such written notice will disclose the nature of the proposed change to the applicable Subaccount, the adjustment, if any, of any fees paid to United in the administration of the Subaccount, and the effective date of the change. If the Contractholder does not object to the change by providing United with written notice received by first class mail or fax before the end of the **sixty (60) day** period, the Contractholder will be deemed to have consented to the change and United will implement such change with respect to all future and existing Deposits received under this Rider as of the effective date of the change, unless the following paragraph applies.

If United receives written notice of the Contractholder's objection to the change (as described above), the Contractholder will be given an additional **sixty (60) days** to terminate the Rider with United according to the provisions of this ARTICLE VI of this Rider before the change takes effect. The change will take effect at the end of the **sixty (60) day** termination period regardless of whether the Contractholder has completed the termination.

No amendment listed above will become effective except as provided in (A) above if the Contractholder provides United with its notice to terminate within the applicable notice period prior to the effective date of the Rider amendment. This Rider may be amended at any time as to any of its provisions by the mutual written agreement of United and the Contractholder without having to obtain the consent of any Participant or Beneficiary and any such amendment shall be binding and conclusive on each Participant or Beneficiary.

#### **6.03. Termination by the Contractholder**

The Contractholder may terminate this Rider by providing **sixty (60) days** prior written notice of termination to United. United will pay to the Contractholder (or entity designated by the Contractholder in writing) the balances of the Subaccounts as soon as administratively possible, subject to the provisions of this Rider and subject to any limitations by the applicable investment manager or fund.

#### **6.04. Termination by United**

United may terminate this Rider, for any reason, by providing **sixty (60) days** prior written notice to the Contractholder. At the end of the **sixty (60) day** period, United will pay to the Contractholder the balances of the Subaccounts.

SERFF Tracking Number:	UNTD-126375975	State:	Arkansas
Filing Company:	United of Omaha Life Insurance Company	State Tracking Number:	44061
Company Tracking Number:	FORM 625-GAQR-09		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Separate Account K Rider		
Project Name/Number:	Separate Account K Rider/Form 625-GAQR-09		

## Supporting Document Schedules

		Item Status:	Status Date:
<b>Bypassed - Item:</b>	Flesch Certification		
<b>Bypass Reason:</b>	Not applicable to this Rider and/or Group Annuity filings.		
<b>Comments:</b>			
		Item Status:	Status Date:
<b>Bypassed - Item:</b>	Application		
<b>Bypass Reason:</b>	N/A to group annuities and/or this Rider.		
<b>Comments:</b>			
		Item Status:	Status Date:
<b>Bypassed - Item:</b>	Life & Annuity - Acturial Memo		
<b>Bypass Reason:</b>	N/A to group annuities and/or this Rider.		
<b>Comments:</b>			